



**CITY OF ROCKVILLE
ROCKVILLE, MARYLAND**

ADDENDUM #1

REQUEST FOR PROPOSAL 05-15

PROPERTY AND EVENT MANAGEMENT SERVICE FOR "The Rooftop"

ATTENTION ALL PROPOSERS: This addendum is issued to clarify, add to, delete from, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the said proposal documents. Proposers are required to acknowledge receipt of the addendum by signing in the appropriate space below. Failure to do so may subject your quote to disqualification. The addendum may also be downloaded from the City's website at:

www.rockvillemd.gov.

The following is provided for additional clarity to the RFP process:

Note: Pre-Proposal, Site Visit Meeting : A pre-proposal, site visit meeting **was** held at "The Rooftop", 155 Gibbs street, 6th Floor, Rockville, MD 20850 on Tuesday, August 5, 2014 at 10AM. While attendance was not mandatory, all proposers were strongly urged to attend.

The Pre-Proposal meeting sign-in sheet has been posted to the City's web site (see link below) and eMaryland Marketplace.

<http://www.rockvillemd.gov/bids.aspx?bidID=203>

The following additional questions were asked at the Pre-Proposal Meeting and by email:

1. Q: Regarding Insurance Requirements, page 39 of 61, Box 6, is Professional Liability insurance required for this Request for Proposal?

A: No, Professional Liability Insurance is NOT required for this Request for Proposal. Please add the following words to Box 6, "Not Required":

6. Professional Liability	Each Occurrence/Aggregate: \$1,000,000	
NOT REQUIRED		

2. Q: Attachment B, Item 11 of the RFP prohibits grilling on The Rooftop; would the City reconsider this policy?

A: Historically, the City's Fire Marshals have not allowed grilling at *The Rooftop*, which explains the origin of the policy. In seeking a current answer to this question, the City has learned of new information by which grilling on *The Rooftop* open terrace could be legally allowed if the event is a one day (one time only) activity. Any grilling at *The Rooftop* would need to be located on the open terrace area within 10 feet of the railing at the plaza end. For safety reasons, the grill would need to be within a barricaded area so guests could not come in contact with the grill. The grill and its fuel (charcoal or propane) must be brought to the event that day and removed the same day at the end of the event. A fire extinguisher

would need to be at the grill site. If propane is the fuel source, the tank needs to be secured in its location. If charcoal is used, a fire proof container must be used to remove the extinguished coals. Please note, there is not enough electrical power on site to support electric grills. No grilling may take place on any other part of the terrace such as closer to the kitchen, under the awning, etc. A rooftop business plan including ongoing grilling as part of a food service/restaurant type concept would not be allowed. If a proposal for management of *The Rooftop*, wants to include grilling at one time only events, the City will accept this new activity.

3. Q: Attachment B, Item 8 of the RFP states, in part, no tents or umbrellas are allowed on *The Rooftop*; would the City reconsider this policy?

A: No, not at present. The City thoroughly understands the western exposure problems and intense sun that exists on *The Rooftop* terrace at certain times of the day.

The City at its own street-level festivals has experienced event equipment and tents of all sizes blown into whole new locations and severely damaged during storms. Storms, although watched on radar, so easily have lightening and high winds that may quickly cause serious unanticipated problems. Event set-ups are often physically impossible to undo in the minutes prior to a fast approaching storm. Risk Management is the core issue in this question. *The Rooftop* location makes the liability far greater as items can easily be blown over the edge of the building and fall six stories.

The City welcomes, proposals for capital improvements for additional permanent shade structures at *The Rooftop*, but remains very concerned and is unable to accept any standard operating procedures that would include use of event equipment items such as tents and umbrellas that can be easily lifted by winds and blown off the *The Rooftop*.

4. Q: Who currently manages *The Rooftop*?

A: Metropolitan Center for Visual Arts, Inc. (known as VisArts).

5. Q: How does the City currently collect its fees from the contractor arrangement? In other words, is that strictly the space rental fees outside of the contractor's management?

A: Previously, payments from *The Rooftop* management contractor have been handled in different ways per different agreements. Payments to the City of Rockville have been made monthly, quarterly or annually, based on the terms for payments within a given year. Note: There are no rentals outside of the contractor's management. If the City uses *The Rooftop* for an event - it is still via an agreement with the contractor.

**ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.
ADDENDUM NO. 1 ISSUED BY: PAT RYAN, BUYER II, 08/07/2014**

ACKNOWLEDGE RECEIPT OF ADDENDUM NO 1 BY SIGNING BELOW AND RETURNING A COPY OF THE ADDENDUM WITH YOUR PROPOSAL OR ACKNOWLEDGING IN YOUR PROPOSAL.

NAME OF PROPOSER: _____

PROPOSAL DUE DATE: (UNCHANGED): 3PM, WEDNESDAY, AUGUST 27, 2014